

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE: ASHLEY WISNIEWSKI)	
<u>Debtor(s)</u>)	CHAPTER 13
)	
SANTANDER CONSUMER USA INC.)	CASE NO. 22-12659 (PMM)
<u>Moving Party</u>)	
)	
v.)	HEARING DATE: <u>9-13-23 at 1:00 PM</u>
)	
ASHLEY WISNIEWSKI)	
<u>Respondent(s)</u>)	11 U.S.C. 362
)	
KENNETH E. WEST)	
<u>Trustee</u>)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Santander Consumer USA, Inc. ("Santander") filing this its Motion For Relief From The Automatic Stay ("Motion"), and in support thereof, would respectfully show:

1. That on October 3, 2022, Ashley Wisniewski filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.
3. On January 13, 2020, the Debtor entered into a retail installment contract for the purchase of a 2013 Ford Escape bearing vehicle identification number 1FMCU0GX2DUA37632. The contract was assigned to Santander Consumer USA Inc. and the Debtor became indebted to Santander in accordance with the terms of same. Santander Consumer USA Inc. is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. The Debtor's account is past due post-petition from February 27, 2023 to July 27, 2023 with arrears in the amount of \$1,575.70.

5. As of August 11, 2023, the Debtor's account with Santander had a net loan balance of \$8,297.47.

6. According to the July 2023 NADA Official Used Car Guide, the vehicle has a current retail value of \$8,850.00.

7. Santander Consumer USA Inc. alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Santander lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments to Santander and is failing to provide Santander with adequate protection.

(b) Santander has been unable to verify that the vehicle is insured; if the Debtor contests this Motion, he must provide Santander with proof of valid, current insurance by the date of the hearing.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Santander to permit Santander to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Santander be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

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Local Counsel for Santander Consumer USA Inc.